

FILED
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U.S. DISTRICT COURT E.D.N.Y.

Pro Se 15 (Rev. 12/16) Complaint for Violation of Civil Rights (Non-Prisoner)

★ **AUG 26 2021** ★

UNITED STATES DISTRICT COURT
LONG ISLAND OFFICE

for the

Eastern District of New York

Long Island Division

CV-21-4815

Case No.

(to be filled in by the Clerk's Office)

Robert Wilson

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

Jury Trial: (check one) ☒ Yes ☐ No

SEYBERT, J.

See Attached

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names. Do not include addresses here.)

SHIELDS, M.J.

COMPLAINT FOR VIOLATION OF CIVIL RIGHTS

(Non-Prisoner Complaint)

NOTICE

Federal Rules of Civil Procedure 5.2 addresses the privacy and security concerns resulting from public access to electronic court files. Under this rule, papers filed with the court should *not* contain: an individual's full social security number or full birth date; the full name of a person known to be a minor; or a complete financial account number. A filing may include *only*: the last four digits of a social security number; the year of an individual's birth; a minor's initials; and the last four digits of a financial account number.

Except as noted in this form, plaintiff need not send exhibits, affidavits, grievance or witness statements, or any other materials to the Clerk's Office with this complaint.

In order for your complaint to be filed, it must be accompanied by the filing fee or an application to proceed in forma pauperis.

I. The Parties to This Complaint**A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	Robert Wilson		
Address	77 Mastro Road		
	Calverton	NY	11933
	<i>City</i>	<i>State</i>	<i>Zip Code</i>
County	Suffolk		
Telephone Number	631-871-4945		
E-Mail Address	raw1292@optonline.net		

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known) and check whether you are bringing this complaint against them in their individual capacity or official capacity, or both. Attach additional pages if needed.

Defendant No. 1

Name	Andrew M. Cuomo		
Job or Title <i>(if known)</i>	Governor		
Address	C/O NYS Attorney General 300 Motor PKWY Ste 210		
	Hauppauge	NY	11788
	<i>City</i>	<i>State</i>	<i>Zip Code</i>
County	Suffolk		
Telephone Number	631-231-2401		
E-Mail Address <i>(if known)</i>	NYAG.pressoffice@ag.ny.gov		
<input type="checkbox"/> Individual capacity <input checked="" type="checkbox"/> Official capacity			

Defendant No. 2

Name	Steven Bellone		
Job or Title <i>(if known)</i>	County Executive		
Address	C/O The Suffolk County Attorney 100 Veterans Memorial		
	Hauppauge	NY	11788
	<i>City</i>	<i>State</i>	<i>Zip Code</i>
County	Suffolk		
Telephone Number	631-853-4000		

Pro Se 15 (Rev. 12/16) Complaint for Violation of Civil Rights (Non-Prisoner)

E-Mail Address (if known)☐ Individual capacity ☒ Official capacity**Defendant No. 3**

Name Timothy D. Sini

Job or Title (if known) District Attorney

Address C/O Suffolk County Attorney 100 Veterans Memorial Highway

Hauppauge	NY	11788
City	State	Zip Code

County Suffolk

Telephone Number 631-853-4000

E-Mail Address (if known)

☐ Individual capacity ☒ Official capacity**Defendant No. 4**

Name Dr. Errol D. Toulon, Jr.

Job or Title (if known) Suffolk County Sheriff

Address C/O Suffolk County Attorney 100 Veterans Memorial Highway

Hauppauge	NY	11788
City	State	Zip Code

County Suffolk

Telephone Number 631-853-4000

E-Mail Address (if known)

☐ Individual capacity ☒ Official capacity**II. Basis for Jurisdiction**

Under 42 U.S.C. § 1983, you may sue state or local officials for the "deprivation of any rights, privileges, or immunities secured by the Constitution and [federal laws]." Under *Bivens v. Six Unknown Named Agents of Federal Bureau of Narcotics*, 403 U.S. 388 (1971), you may sue federal officials for the violation of certain constitutional rights.

A. Are you bringing suit against (check all that apply):

☒ Federal officials (a *Bivens* claim)☒ State or local officials (a § 1983 claim)

B. Section 1983 allows claims alleging the "deprivation of any rights, privileges, or immunities secured by the Constitution and [federal laws]." 42 U.S.C. § 1983. If you are suing under section 1983, what federal constitutional or statutory right(s) do you claim is/are being violated by state or local officials?

X Defendants Voilated Article 1, Section 10 The 4th, 5th, 6th, 14th Due Porcess Clause, Equal Protection Clause & State Action Clause Amendments

- C. Plaintiffs suing under *Bivens* may only recover for the violation of certain constitutional rights. If you are suing under *Bivens*, what constitutional right(s) do you claim is/are being violated by federal officials?

X 4th, 5th, 6th 14th Amendments of the Constitution

- D. Section 1983 allows defendants to be found liable only when they have acted "under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia." 42 U.S.C. § 1983. If you are suing under section 1983, explain how each defendant acted under color of state or local law. If you are suing under *Bivens*, explain how each defendant acted under color of federal law. Attach additional pages if needed.

X See Attached

III. Statement of Claim

State as briefly as possible the facts of your case. Describe how each defendant was personally involved in the alleged wrongful action, along with the dates and locations of all relevant events. You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do not cite any cases or statutes. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

- A. Where did the events giving rise to your claim(s) occur?

Calverton New York

- B. What date and approximate time did the events giving rise to your claim(s) occur?

Started on the 1st of Febuary 2018 and continue to the Present

- C. What are the facts underlying your claim(s)? (For example: *What happened to you? Who did what? Was anyone else involved? Who else saw what happened?*)

See Attached

IV. Injuries

If you sustained injuries related to the events alleged above, describe your injuries and state what medical treatment, if any, you required and did or did not receive.

I was taken to the VA Hospital in Northport with cuts bruises and concussion

V. Relief

State briefly what you want the court to do for you. Make no legal arguments. Do not cite any cases or statutes. If requesting money damages, include the amounts of any actual damages and/or punitive damages claimed for the acts alleged. Explain the basis for these claims.

1. Restraining Order Against All Defendants, 2. Strick down all Codes and Laws as Unconstitutional, 3. Actual Damages of \$400,000,000 dollars due to lost contracts, inability to collect debts owed to the plaintiff, the none payment of loan, and the damage done to may home by the illegal entry and search, 4 Lost of futher business and the time value of the money lost in current business, Punitive damages of \$1.2 billion for the willfully voilation of the plaintiffs constutational rights and the defendants will voilation of the Constitution 5. Refer defendants to the proper authority for crimnal investigation.

VI. Certification and Closing

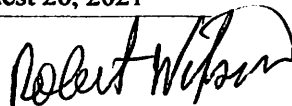
Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: August 26, 2021

Signature of Plaintiff



Printed Name of Plaintiff

Robert Wilson

B. For Attorneys

Date of signing: _____

Signature of Attorney

Printed Name of Attorney

Bar Number

Pro Se 15 (Rev. 12/16) Complaint for Violation of Civil Rights (Non-Prisoner)

Name of Law Firm

Address

City

State

Zip Code

Telephone Number

E-mail Address

Defendants

Andrew M. Cuomo, Steve Bellone, Timothy D. Sinis, Dr. Errol D. Toulon, Jr, Thomas McLaughlin, Dennis Marcel, Timothy Mazzei, Shaun McCready, Tracy Hoffman James M. Andrews, Christopher Jung, Jay Selleck, Frank Nardelli, Steven L. Harned, Daniel Ross, Catherine Loeffler, Yvette Aquiar, David Hegermiller, Scott A. Russell, Martin Flatley, Vincent F. DeMarco, John Doe Police Officer from Riverhead Town, John Doe Police Officer from Southold Town, John Doe Suffolk County Sheriffs, John Doe Deputy US Marshall.

Parties to the Compliant

Defendants Continued

Thomas McLaughlin
Suffolk County District Attorney Investigator
C/O Suffolk County Attorney
100 Veterans Memorial Highway
Hauppauge, NY 11788
Suffolk County
631-853-4000
Official capacity

Dennis Marcel
Suffolk County District Attorney Investigator
C/O Suffolk County Attorney
100 Veterans Memorial Highway
Hauppauge, NY 11788
Suffolk County
631-853-4000
Official capacity

Shaun McCready
Assistant District Attorney
C/O Suffolk County Attorney
100 Veterans Memorial Highway
Hauppauge, NY 11788
Suffolk County
631-853-4000
Official capacity

Catherine Loeffler
Assistant District Attorney
C/O Suffolk County Attorney
100 Veterans Memorial Highway
Hauppauge, NY 11788
Suffolk County
631-853-4000

Official capacity

Tracy Hoffman
Assistant District Attorney
C/O Suffolk County Attorney
100 Veterans Memorial Highway
Hauppauge, NY 11788
Suffolk County
631-853-4000
Official capacity

James M. Andrews
Administrative Director of Consumer Affairs
C/O Suffolk County Attorney
100 Veterans Memorial Highway
Hauppauge, NY 11788
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Official capacity

Christopher Jung
Investigator Consumer Affairs
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Official capacity

Jay Selleck
Investigator Consumer Affairs
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Official capacity

Frank Nardelli
Commissioner Consumer Affairs
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Suffolk County
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Official capacity

John Doe Suffolk County Sheriffs
Deputy Sheriffs
C/O Suffolk County Attorney
100 Veterans Memorial Highway
Hauppauge, NY 11788
Suffolk County
631-853-4000
Official capacity

Scott A. Russell
Supervisor Southold Town
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Suffolk County
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Daniel Ross
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Official capacity

Martin Flatley
Southold Town Police Chief
C/O Southold Town Attorney
54375 Route 25
Southold, NY 11971
Suffolk County
631-765-1939
Bill.duffy@town.southold.ny.us
Official capacity

Steven L. Harned
Southold Town Police Detective
C/O Southold Town Attorney
54375 Route 25
Southold, NY 11971
Suffolk County

631-765-1939

Bill.duffy@town.southold.ny.us

Official capacity

John Doe Police Officer from Southold Town

Southold Town Police Detective

C/O Southold Town Attorney

54375 Route 25

Southold, NY 11971

Suffolk County

631-765-1939

Bill.duffy@town.southold.ny.us

Official capacity

Yvette Aquiar

Riverhead Town Supervisor

C/O Riverhead Town Attorney

200 Howell Avenue

Riverhead, NY 11901

631-727-3200

Official capacity

David Hegermiller

Riverhead Town Police Chief

C/O Riverhead Town Attorney

200 Howell Avenue

Riverhead, NY 11901

631-727-3200

Official capacity

John Doe Police Officer from Riverhead Town

Riverhead Town Police

C/O Riverhead Town Attorney

200 Howell Avenue

Riverhead, NY 11901

631-727-3200

Official capacity

Vincent F. DeMarco

US Marshall for the Eastern District of New York

C/O The US Attorney for the Eastern District of New York

Islip Court House

100 Federal Plaza

Central Islip, NY 11722

Official capacity

John Doe Deputy US Marshall
Deputy US Marshall
C/O The US Attorney for the Eastern District of New York
Islip Court House
100 Federal Plaza
Central Islip, NY 11722
Official capacity

Basis for Jurisdiction Section 1983 and Statement of Claim Continued

The United States Government, the State of New York, the County of Suffolk, the Town of Southold, and the Town of Riverhead along with their agents have conspired to attack businesses and business owners Constitutional rights to contract through the use of fraudulent statutes that they have weaponized by fraudulently creating criminal penalties within the fraudulent statutes.

The attack on the plaintiff Constitutional rights began in February of 2018 when he was contacted by James M. Andrews Administrative Director of the Suffolk County Department of Labor Licensing & Consumer Affairs. Mr. Andrews call to ask the plaintiff about have a booth at Home Improvement Show without a Suffolk County License. The plaintiff responded to Mr. Andrews that the Suffolk County Licensing Law was unconstitutional as it violated the 14th Amendment Due Process Clause which is known as Substantive Due Process and also violates the Equal Protection Clause.

The Court has also deemed the due process guarantees of the Fifth and Fourteenth Amendments to protect certain substantive rights that are not listed (or “enumerated”) in the Constitution. The idea is that certain liberties are so important that they cannot be infringed without a compelling reason no matter how much process is given. The court has upheld the right to contract without government interference as long as it does not have to do with employee safety or wages. In addition, Article I, Section 10, Clause 1 the Contract Clause provides that no state may pass an ex post facto Law or Law impairing the Obligation of Contracts, and a law in this context may be a statute, constitutional provision, municipal ordinance, or administrative regulation having the force and operation of a statute.

The plaintiff gave Andrews the following examples of ten independent contractor rights upheld by the Supreme Court:

1. Right to a Contract negotiated between two or more parties of majority
2. Right to Control
3. Right to Make Decisions
4. Right to Work When You Want
5. Right to Work Where You Want
6. Right to Advertise
7. Right to Receive Payment
8. Right to Collaborate with Other Contractors
9. Right to Challenge Your Employment Status
10. Right to Manage Your Own Business

Here is a sample of the codes the plaintiff and Andrews spoke about:

1. Suffolk County Code, Chapter 387, Section 1 deceptive or unconscionable trade practices. This code assumes the consumer is oblivious to the terms of a contract and that the contractor is responsible even when the consumer breaches the contract. The plaintiff pointed out to Andrews this is a direct violation of Article 1 Section 1 Clause 1 of the US Constitution, the 14th Amendments Equal protection Clause and Due Process Clause.
2. Suffolk County Code Chapter 563 Section 3.A the requirement for a license. The plaintiff points out to Andrews that again this Code is unconstitutional because it requires a test on the Codes of Suffolk County and the States of New York all of which violate Article 1 Section 1 Clause 1 of the US Constitution, the 14th Amendments Equal protection Clause and Due Process Clause. This makes the test fraudulent and again a violation of the Equal protection Clause and laws in every state and fraudulent law protection against being defrauded.
3. New York State Business Law, Article 36-A, Section 71.a4(a) depositing funds into an escrow account. The plaintiff informed Andrews in their conversation that this law was unconstitutional because it did not provide equal protection from the consumer defrauding the contractor. The plaintiff stated to Andrews unless the consumer was required to place all the funds in a bank account with an escrow agent who decide the amount of the payment to be made to the contractor, much like a construction loan, that if the contractor was defrauded by the consumer the State of New York and the County of Suffolk were guilty of conspiring to defraud the contractor under the State's Action Clause of the 14th Amendment.
4. New York State Business Law, Article 36-A, Section 771.1(e) this law states that the consumer must be given written notice of the above. The problem is this law is also unconstitutional because it does not provide equal protection. To be legal the consumer would have to provide written notice of where their funds were deposited so the contractor could have a court attach the funds in the event of a default by the consumer.
5. The plaintiff pointed out to Andrews that since he was the person who brought charges under these codes and also rule on the contractors guilty or innocence, he personally was in violation of the contractors 6th Amendment rights as he was not impartial.

The plaintiff pointed out to Andrews that all of the New York State and Suffolk County codes were unconstitutional and could not be enforced as they violate the contractors rights under the Bill of Rights and violated the State Action Clause of the 14th Amendment and Contract Clause of Article 1, Section 10. Andrews admitted to the plaintiff that he knows that the Codes were illegal and that it was a money grab by Suffolk County and the State of New York. Andrews asked the plaintiff for a compromise which the plaintiff agreed. Knowing the plaintiff was waiting on a DBA from the State of New York Andrews agreed that if the plaintiff filed to take the test by April 15, 2018, he would leave the plaintiff alone.

On April 11, 2018, the plaintiff paid the fee and filed to take the fraudulent test. On April 15, 2018, the plaintiff at the home of James Hall heard Consumer Affairs investigator Christopher Jung solicit a compliant from James Hall who had breached his contract with the plaintiff by locking him off the job. On June 25, 2018, the plaintiff received a letter from Suffolk County

Department of Labor, Licensing & Consumer Affairs stating that he had unresolved complaints against his company. This was the first time the plaintiff had heard about any complaints. On July 18, 2018, the plaintiff received a letter from James Andrews stating there would be a hearing on September 19, 2018, with a Pre-Hearing Conference at 12:30 and Administrative Hearing at 1:00 PM.

At the hearing a new investigator had taken over for Jung named Jay Selleck. Selleck told the plaintiff all he had to do was agree to pay the complainant the money he was asking for and it all would go away. The plaintiff informed Selleck that the hearing the Suffolk County Department of Labor, Licensing & Consumer was about to hold was unconstitutional as were their codes. That the proceeding violated Article 1, Section 10, Article 6, Section 2 & 3, the 6th Amendment, the 14th Amendment's Equal Protection Clause as well as the 5th & 14th Amendments Due Process Clause, and the State Action Clause, and a recent ruling by the Supreme Court named *Lucia Et AL vs. Securities and Exchange Commission* which had been Decided June 21, 2018. Although Lucia was about the appointments clause Justice Kagan and Justice Thomas in his Concurring opinion pointed out that Administrative Court Judges could not be employed by the agency bring the charges, as that was a violation of the 6th Amendment. Since the Suffolk County Department of Labor, Licensing & Consumer Affairs administrative Judges were employed by the agency the hearing were illegal as just decide by the Supreme Court 2 months before. The plaintiff event provided Selleck with a copy of the decision. Selleck response to the plaintiff was you an attorney, if not do not lecture me on the law. The plaintiff answer that he is not attorney but due to his military training and educational background he has taken more course on the Constitution and Business Law than any attorney with a Doctorate in Law as stated to him by President Bill Clinton when he was a professor of Constitutional studies at the plaintiffs Alma Mater the University of New Haven. The plaintiff also pointed out that the County of Suffolk was under a federal agreement to not violate the 14th Amendment rights of its Citizens, which according to the indictment they had done on a habitual basis. The plaintiff also provided copies of the indictment and agreement signed by current County Supervisor Bellone.

When the hearing officer came into the room the plaintiff made the same complaints about the hearing and the codes to the hearing officer. The plaintiff got the same response from the hearing officer as he did from Selleck. The hearing officer told the plaintiff that he could not argue law with her or Selleck because he was not attorney. This basically took away the plaintiffs right to a defense guaranteed under the 5th Amendments Due Process Clause. The plaintiff provided all of the court's decision to this hearing officer. This is all on tape which the plaintiff has not been able to obtain after neuromas requests. The plaintiff asks the Court to Subpoena these tapes.

On December 10, 2018, the plaintiff received the decision on the hearing sign by James Andrews which by Article 6 Section 2 of the US Constitution automatically void the decision as it violated the 6th Amendment meaning the Supremacy Clause or Article 6 Section 2 voids the State Action which is also a violation of the State Action Clause of the 14th Amendment and the Contract Clause of Article 1 Section 10. Andrews also violate the Oath Clause of Article 6 Section 3. Here are the County of Suffolk's Unconstitutional Action.

Suffolk County Code, Chapter 387, Section1 Deceptive and Unconscionable Trade Practices. They claim the consumer did not have consumer lack knowledge, ability, experience, and

capacity. The consumer signed a contract stating that he must that states in Section 9 That the Client can terminate this Agreement by giving written notice (a) if the Contractor commits any material breach of this Agreement and fails to remedy such breach within 2 days of notice, where such breach is capable of remedy, (b) if there is any repeated or persistent failure on part of the Contractor to provide Services of an acceptable standard and to the complete satisfaction of the Client.

1. The Client lock the plaintiff from the premises without written notice in doing so they breach the contract.
2. The clients final bill was for \$51,474.80. This is \$11,474.80 more than had been paid to the plaintiff. Additionally, the because the client breach the contract the plaintiff was damaged and is entitled to the additional \$35,000 remaining to be paid on the contract.
3. This Code violates Article 1, Section 10 Contracts Clause and the 14th Amendments Due Process Clause and the States Action Clause as decided by the United States Supreme Court first in 1875 and upheld as a fundamental right ever since. This is known as the right to contract. Because of the States Action Clause which states that no state can enact or attempt to enforce any law that abridges a person fundamental right the attempt to enforce this Code is a Federal Felony.
4. Defendants Suffolk County, Andrews, Jung, Selleck, Bellone, and Nardelli violated Article 6, Sections 2 & 3 as the Codes and Statutes interfered with the Constitution and they are bound by Section 2 & 3 to not enforce any laws that violate the Constitution.

Suffolk County Code, Chapter 563, Section 3.A License. This code is Unconstitutional as the test that is required to obtain the license is about the Codes of Suffolk County and the State of New York all of which violate Article 1, Section 10 Contracts Clause and the 14th Amendments Due Process Clause and the States Action Clause. In addition, these following reasons also make this a fraud.

1. On April 11, 2018, the plaintiff paid the fee for the license and was denied the license. Because the licensing test is a fraud the fee alone should have surfaced, and the license should have been issued.
2. Suffolk County's own Code in Chapter 563, Section 22-A Temporary License pending issuance of permanent license states The Office shall issue a temporary license to any applicant for a home improvement contractor license if the Office has not, within 30 Days after receipt of application for such license, approved or disapproved the application. They never notified the plaintiff until June 25 after they receive the application on April 11 75 days later. By their own Code the plaintiff was licensed at the time of this hearing.
3. The defendants excuse for not issuing the license is a violation of the Due Process Cluses of both the 5th and 14th Amendments. The plaintiff paid the fee for the license on April 11, 2018, the letter stating there were open complaints was not sent to June 25, 2018 2-1/2 months later and no charges were brought until July 17, 2018, 3-1/2 months later. Without question the plaintiffs Due Process rights were violate for charges based on Unconstitutional Codes and Statues which means this is also another violation of the 14th Amendment State Action Clause. This is another Federal Felony committed by Suffolk County, Andrews, Jung, Selleck, Bellone, and Nardelli.

4. Defendants Suffolk County, Andrews, Jung, Selleck, Bellone, and Nardelli violated Article 6, Sections 2 & 3 as the Codes and Statutes interfered with the Constitution and they are bound by Section 2 & 3 to not enforce any laws that violate the Constitution.

Suffolk County Code, Chapter 563, Section 10.A Abandon or willfully fail to perform. This is an outright lie. The client locked the plaintiff from the job site and violate the contract item 9. In addition, the following Fundamental Constitutional Rights were violated.

1. Article 1, Section 10 this complete ex post facto Law attempting to prevent the enforcement of a Contract.
2. The 14th Amendments State Action Clause as this Code violates the plaintiff fundaments rights under the US Constitution.
3. The violation of the States Action Clause This is another Federal Felony committed by Suffolk County, Andrews, Jung, Selleck, Bellone, and Nardelli.
4. Defendants Suffolk County, Andrews, Jung, Selleck, Bellone, and Nardelli violated Article 6, Sections 2 & 3 as the Codes and Statutes interfered with the Constitution and they are bound by Section 2 & 3 to not enforce any laws that violate the Constitution.

Suffolk County Code, Chapter 563, Section 21. C Specified starting and completion dates. This is imposable for anyone to determine as the Town controls the issuance of building permits and since they town of Southold has no guaranteed issuance date when a permit is file there is no way of knowing. The contract states in item 3 that the Service shall commence on the day the building permit is issued and shall be substantially complete in 65 days. That is as close as humanly possible to determine state and completion date (contract is attached as an exhibit.

1. This code violates Article 1, Section 10 as it interferes with the right to Contract and enforce the contract.
2. This Code violates the 14th Amendments State Action Clause as this Code violates the plaintiff fundaments rights under the US Constitution.
3. This Code violates the 14th Amendments Due Process Clause as it interferes with the right to contract which is an agreement between two parties of majority.
4. By violating the state Action Clause, the Defendants have committed another Federal Felony.
5. Defendants Suffolk County, Andrews, Jung, Selleck, Bellone, and Nardelli violated Article 6, Sections 2 & 3 as the Codes and Statutes interfered with the Constitution and they are bound by Section 2 & 3 to not enforce any laws that violate the Constitution.

Suffolk County Code, Chapter 563, Section 21-C Specified Description of Costs of Labor and Materials. In the first paragraph of the contract, it states that cost for a carpenter is \$60 per hour, cost for a painter is \$50 per hour and that materials are the cost of the material plus a service fee of 20%. This is allowed by New York State Business Law 36-A 771 (g) If the contract provides that the home improvement contractor will be paid on a specified hourly or time basis for work that has been performed or charges for material that have been supplied prior to the time payment is due, such payments for such work or materials shall not be deemed to be progress payments for the purpose of paragraph (f) of this subdivision, and shall not be required to be

deposited in accordance with the provisions of paragraph (e) of this subdivision. Additionally, this code violates the plaintiff Constitutional rights as follows.

1. It violates the 14th Amendment Due Process Clause Right to Contract. The right to contract is the right of two parties of majority to come to an agreement on service to be provide by one party to the other and the provision of those services. This Code interferes with the fundamental right of US citizens to contract with each other.
2. Article 1 Section 10 provides that no state may pass an ex post facto Law or Law impairing the Obligation of Contracts this code impairs the right the obligation of contract as it is use as a defense for breaching a contract.
3. This Code violates the 14th Amendments State Action Clause as it violates the fundament right to contract. By violating the State Action Clause, the Defendants have committed yet another Federal Felony.
4. Defendants Suffolk County, Andrews, Jung, Selleck, Bellone, and Nardelli violated Article 6, Sections 2 & 3 as the Codes and Statutes interfered with the Constitution and they are bound by Section 2 & 3 to not enforce any laws that violate the Constitution.

New York State Business Law Article 36-A Section 771.1 (d) Mechanic's Lien Law. By not including a statement about the mechanic's lien it only means that the plaintiff cannot enforce the law. The law is basically useless as there must be a trail to enforce it then another trial to collect it. This makes no sense so the plaintiff chosed to not exercises his right to enforce the useless law. Additionally, this law violates the plaintiff Constitutional rights as follows.

1. It violates the 14th Amendment Due Process Clause Right to Contract. The right to contract is the right of two parties of majority to come to an agreement on service to be provide by one party to the other and the provision of those services. No form of Government in the United States can interfere with this right. This means they cannot tell the two parties what must be in a contract, period. What is in the contract is at the determination of the parties to the contract as long as it does not crime such as murder or robbery. This law interferes with the fundamental right of US citizens to contract with each other.
2. Article 1 Section 10 provides that no state may pass an ex post facto Law or Law impairing the Obligation of Contracts this code impairs the right the obligation of contract as it is use as a defense for breaching a contract.
3. This Code violates the 14th Amendments State Action Clause as it violates the fundament right to contract. By violating the State Action Clause, the Defendants have committed yet another Federal Felony.
4. Defendants the State of New York, Suffolk County, Andrews, Jung, Selleck, Bellone, and Nardelli violated Article 6, Sections 2 & 3 as the Codes and Statutes interfered with the Constitution and they are bound by Section 2 & 3 to not enforce any laws that violate the Constitution.

New York State Business Law Article 36-A Section 771.1 (e) New York States own law sates the plaintiff was not subject to this provision. In the first paragraph of the contract, it states that cost for a carpenter is \$60 per hour, cost for a painter is \$50 per hour and that materials are the cost of the material plus a service fee of 20%. The plaintiff had already spent a substantial

amount of time, effort, and funds to have actuarial plans drawn and determination of changes that would be needed to accommodate the loads the redesign would require. This work was done in December of 2017 and not charge until the contract was signed on February 17, 2018. As stated in the New York State business law below this exempted the plaintiff from subsection paragraph (f) and paragraph (e) This is allowed by New York State Business Law 36-A 771 (g) If the contract provides that the home improvement contractor will be paid on a specified hourly or time basis for work that has been performed or charges for material that have been supplied prior to the time payment is due, such payments for such work or materials shall not be deemed to be progress payments for the purpose of paragraph (f) of this subdivision, and shall not be required to be deposited in accordance with the provisions of paragraph (e) of this subdivision. Additionally, this code violates the plaintiff Constitutional rights as follows.

1. This law violates the 14th Amendments equal protection Clause. The only way this law would be Constitutional is if the client was required to put all of the funds into an escrow account contracted by the construction loan department of a bank and have the banks inspectors payout progress payments. There is as much if not more chance that the customer will defraud the contractor of the payment not cover by the deposit.
2. It violates the 14th Amendment Due Process Clause Right to Contract. The right to contract is the right of two parties of majority to come to an agreement on service to be provide by one party to the other and the provision of those services. No form of Government in the United States can interfere with this right. This means they cannot tell the two parties what must be in a contract, period. What is in the contract is at the determination of the parties to the contract as long as it does not crime such as murder or robbery. This law interferes with the fundamental right of US citizens to contract with each other.
3. Article 1 Section 10 provides that no state may pass an ex post facto Law or Law impairing the Obligation of Contracts this code impairs the right the obligation of contract as it is use as a defense for breaching a contract.
4. This Code violates the 14th Amendments State Action Clause as it violates the fundament right to contract. By violating the State Action Clause, the Defendants have committed yet another Federal Felony.
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New York State Business Law Article 36-A Section 771.1 (h) This is another flat out lie. In provision 9 as stated above the client could cancel at any time by giving the contractor 2 days to fix the problem, so if they had a problem all they had to do was send a letter. They did not, in fact they breach the contract and then try to extort the plaintiff use these unconstitutional codes. Additionally, this law violates the plaintiff Constitutional rights as follows.

1. Suffolk County tries to enforce this code but does not provide the Contractor with equal protection as they can be fined for cancelling the contract under Suffolk County Code, Chapter 563, Chapter 387, Section 10.A. This isa violation of the Equal Protection Clause of the 14th Amendment.

2. Article 1 Section 10 provides that no state may pass an ex post facto Law or Law impairing the Obligation of Contracts this code impairs the right the obligation of contract as it is use as a defense for breaching a contract.
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New York State Business Law Article 3-A Section 71.a. 4 (a) New York States own law sates the plaintiff was not subject to this provision. In the first paragraph of the contract, it states that cost for a carpenter is \$60 per hour, cost for a painter is \$50 per hour and that materials are the cost of the material plus a service fee of 20%. The plaintiff had already spent a substantial amount of time, effort, and funds to have actuarial plans drawn and determination of changes that would be needed to accommodate the loads the redesign would require. This work was done in December of 2017 and not charge until the contract was signed on February 17, 2018. As stated in the New York State business law below this exempted the plaintiff from subsection paragraph (f) and paragraph (e) This is allowed by New York State Business Law 36-A 771 (g) If the contract provides that the home improvement contractor will be paid on a specified hourly or time basis for work that has been performed or charges for material that have been supplied prior to the time payment is due, such payments for such work or materials shall not be deemed to be progress payments for the purpose of paragraph (f) of this subdivision, and shall not be required to be deposited in accordance with the provisions of paragraph (e) of this subdivision. Additionally, this code violates the plaintiff Constitutional rights as follows.

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5. Defendants the State of New York, Suffolk County, Andrews, Jung, Selleck, Bellone, and Nardelli violated Article 6, Sections 2 & 3 as the Codes and Statutes interfered with the Constitution and they are bound by Section 2 & 3 to not enforce any laws that violate the Constitution.

The plaintiff received a second compliant on August 14, 2018, again signed by James Andrews and made by Anthony & Mary DiStefano a couple that was trying to rip the plaintiff off for \$54,459.50. A second letter was sent by Christopher Jung on August 24, 2018, changing the hearing date to November 14, 2018.

At the hearing Jung was replaced by Jay Selleck. Selleck again told the plaintiff all he had to do was agree to pay the complainant the money he was asking for and it all would go away. The plaintiff again informed Selleck that the hearing the Suffolk County Department of Labor, Licensing & Consumer was about to hold was unconstitutional as were their codes. That the proceeding violated Article 1, Section 10, Article 6, Section 2 & 3, the 6th Amendment, the 14th Amendment's Equal Protection Clause as well as the 5th & 14th Amendments Due Process Clause, and the State Action Clause, and a recent ruling by the Supreme Court named *Lucia Et AL vs. Securities and Exchange Commission* which had been Decided June 21, 2018. Although Lucia was about the appointments clause Justice Kagan and Justice Thomas in his Concurring opinion pointed out that Administrative Court Judges could not be employed by the agency bring the charges, as that was a violation of the 6th Amendment. Since the Suffolk County Department of Labor, Licensing & Consumer Affairs administrative Judges were employed by the agency the hearing were illegal as just decide by the Supreme Court 3 months before. The plaintiff event provided Selleck with a copy of the decision. Selleck response to the plaintiff was you an attorney, if not do not lecture me on the law. The plaintiff answer that he is not attorney but due to his military training and educational background he has taken more course on the Constitution and Business Law than any attorney with a Doctorate in Law as stated to him by President Bill Clinton when he was a professor of Constitutional studies at the plaintiffs Alma Mater the University of New Haven. The plaintiff also pointed out that the County of Suffolk was under a federal agreement to not violate the 14th Amendment rights of its Citizens, which according to the indictment they had done on a habitual basis. The plaintiff also provided copies of the indictment and agreement signed by current County Supervisor Bellone.

Suffolk County Code, Chapter 387, Section 1, and New York Business Law 399-C(2) (b)

Their claim was that have an arbitration Clause was a false and misleading statement and was null and void. Their problem is the US Supreme Court struced down the New York State Law in 2017 and had just reaffirmed their decision on May 21, 2018, in *Epic Systems Corp v. Lewis*. What is unconscionable is the fact that Suffolk County and the State of New York did not remove this Code and Law from their books when order to do so by the Supreme Court of the United States and then try to fraudulently fine a citizen of the United States and the State of New York illegally. The court made the following conclusion in its ruling about the Constitutional provision violated by New York.

1. This law violates the 14th Amendments equal protection Clause.
2. It violates the 14th Amendment Due Process Clause Right to Contract. The right to contract is the right of two parties of majority to come to an agreement on service to be

provide by one party to the other and the provision of those services. No form of Government in the United States can interfere with this right. This means they cannot tell the two parties what must be in a contract, period. What is in the contract is at the determination of the parties to the contract as long as it is not crime such as murder or robbery. This law interferes with the fundamental right of US citizens to contract with each other.

3. Article 1 Section 10 provides that no state may pass an ex post facto Law or Law impairing the Obligation of Contracts this code impairs the right the obligation of contract as it is use as a defense for breaching a contract.
4. This Code violates the 14th Amendments State Action Clause as it violates the fundament right to contract. By violating the State Action Clause, the Defendants have committed yet another Federal Felony.
5. Defendants the State of New York, Suffolk County, Andrews, Jung, Selleck, Bellone, and Nardelli violated Article 6, Sections 2 & 3 as the Codes and Statutes interfered with the Constitution and they are bound by Section 2 & 3 to not enforce any laws that violate the Constitution.

Suffolk County Code, Chapter 563, Section 3.A License. This code is Unconstitutional as the test that is required to obtain the license is about the Codes of Suffolk County and the State of New York all of which violate Article 1, Section 10 Contracts Clause and the 14th Amendments Due Process Clause and the States Action Clause. In addition, these following reasons also make this a fraud.

1. On April 11, 2018, the plaintiff paid the fee for the license and was denied the license. Because the licensing test is a fraud the fee alone should have surfaced, and the license should have been issued.
2. Suffolk County's own Code in Chapter 563, Section 22-A Temporary License pending issuance of permanent license states The Office shall issue a temporary license to any applicant for a home improvement contractor license if the Office has not, within 30 Days after receipt of application for such license, approved or disapproved the application. They never notified the plaintiff until June 25 after they receive the application on April 11 75 days later. By their own Code the plaintiff was licensed at the time of this hearing.
3. The defendants excuse for not issuing the license is a violation of the Due Process Cluses of both the 5th and 14th Amendments. The plaintiff paid the fee for the license on April 11, 2018, the letter stating there were open complaints was not sent to June 25, 2018 2-1/2 months later and no charges were brought until July 17, 2018, 3-1/2 months later. Without question the plaintiffs Due Process rights were violate for charges based on Unconstitutional Codes and Statues which means this is also another violation of the 14th Amendment State Action Clause. This is another Federal Felony committed by Suffolk County, Andrews, Jung, Selleck, Bellone, and Nardelli.
4. Defendants Suffolk County, Andrews, Jung, Selleck, Bellone, and Nardelli violated Article 6, Sections 2 & 3 as the Codes and Statutes interfered with the Constitution and they are bound by Section 2 & 3 to not enforce any laws that violate the Constitution.

Suffolk County Code, Chapter 563, Section 21. C Specified starting and completion dates. This was impossible as the customer could not guarantee the plaintiff a date, they could turn their home over to the plaintiff to start the job. The customer agreed that it was ok that the time period after they turn their home over to the plaintiff would be 21 days. That is as close as humanly possible to determine start and completion date (contract is attached as an exhibit).

1. This code violates Article 1, Section 10 as it interferes with the right to Contract and enforce the contract.
2. This Code violates the 14th Amendments State Action Clause as this Code violates the plaintiff's fundamental rights under the US Constitution.
3. This Code violates the 14th Amendments Due Process Clause as it interferes with the right to contract which is an agreement between two parties of majority.
4. By violating the state Action Clause, the Defendants have committed another Federal Felony.
5. Defendants Suffolk County, Andrews, Jung, Selleck, Bellone, and Nardelli violated Article 6, Sections 2 & 3 as the Codes and Statutes interfered with the Constitution and they are bound by Section 2 & 3 to not enforce any laws that violate the Constitution.

Suffolk County Code, Chapter 563, Section 21-C Specified Description of Costs of Labor and Materials. In the first paragraph of the contract, it states that cost for a carpenter is \$60 per hour, cost for a painter is \$50 per hour and that materials are the cost of the material plus a service fee of 20%. This is allowed by New York State Business Law 36-A 771 (g) If the contract provides that the home improvement contractor will be paid on a specified hourly or time basis for work that has been performed or charges for material that have been supplied prior to the time payment is due, such payments for such work or materials shall not be deemed to be progress payments for the purpose of paragraph (f) of this subdivision, and shall not be required to be deposited in accordance with the provisions of paragraph (e) of this subdivision. Additionally, this code violates the plaintiff's Constitutional rights as follows.

1. It violates the 14th Amendment Due Process Clause Right to Contract. The right to contract is the right of two parties of majority to come to an agreement on service to be provided by one party to the other and the provision of those services. This Code interferes with the fundamental right of US citizens to contract with each other.
2. Article 1 Section 10 provides that no state may pass an ex post facto Law or Law impairing the Obligation of Contracts this code impairs the right the obligation of contract as it is used as a defense for breaching a contract.
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4. Defendants Suffolk County, Andrews, Jung, Selleck, Bellone, and Nardelli violated Article 6, Sections 2 & 3 as the Codes and Statutes interfered with the Constitution and they are bound by Section 2 & 3 to not enforce any laws that violate the Constitution.

New York State Business Law Article 36-A Section 771.1 (d) Mechanic's Lien Law. By not including a statement about the mechanic's lien it only means that the plaintiff cannot enforce the law. The law is basically useless as there must be a trial to enforce it then another trial to

collect it. This makes no sense so the plaintiff choses to not exercises his right to enforce the useless law. Additionally, this law violates the plaintiff Constitutional rights as follows.

5. It violates the 14th Amendment Due Process Clause Right to Contract. The right to contract is the right of two parties of majority to come to an agreement on service to be provide by one party to the other and the provision of those services. No form of Government in the United States can interfere with this right. This means they cannot tell the two parties what must be in a contract, period. What is in the contract is at the determination of the parties to the contract as long as it does not crime such as murder or robbery. This law interferes with the fundamental right of US citizens to contract with each other.
6. Article 1 Section 10 provides that no state may pass an ex post facto Law or Law impairing the Obligation of Contracts this code impairs the right the obligation of contract as it is use as a defense for breaching a contract.
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8. Defendants the State of New York, Suffolk County, Andrews, Jung, Selleck, Bellone, and Nardelli violated Article 6, Sections 2 & 3 as the Codes and Statutes interfered with the Constitution and they are bound by Section 2 & 3 to not enforce any laws that violate the Constitution.

New York State Business Law Article 36-A Section 771.1 (e) New York States own law states the plaintiff was not subject to this provision. In the first paragraph of the contract, it states that cost for a carpenter is \$65 per hour, cost for a painter is \$55 per hour and that materials are the cost of the material plus a service fee of 20%. The plaintiff had already purchase material for the job before contract signing. As stated in the New York State business law below this exempted the plaintiff from subsection paragraph (f) and paragraph (e) This is allowed by New York State Business Law 36-A 771 (g) If the contract provides that the home improvement contractor will be paid on a specified hourly or time basis for work that has been performed or charges for material that have been supplied prior to the time payment is due, such payments for such work or materials shall not be deemed to be progress payments for the purpose of paragraph (f) of this subdivision, and shall not be required to be deposited in accordance with the provisions of paragraph (e) of this subdivision. Additionally, this code violates the plaintiff Constitutional rights as follows.

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New York State Business Law Article 36-A, Section 771.1(f) Schedule of progress Payment. New York States own law states the plaintiff was not subject to this provision. In the first paragraph of the contract, it states that cost for a carpenter is \$65 per hour, cost for a painter is \$55 per hour and that materials are the cost of the material plus a service fee of 20%. The plaintiff had already purchase material for the job before contract signing. As stated in the New York State business law below this exempted the plaintiff from subsection paragraph (f) and paragraph (e) This is allowed by New York State Business Law 36-A 771 (g) If the contract provides that the home improvement contractor will be paid on a specified hourly or time basis for work that has been performed or charges for material that have been supplied prior to the time payment is due, such payments for such work or materials shall not be deemed to be progress payments for the purpose of paragraph (f) of this subdivision, and shall not be required to be deposited in accordance with the provisions of paragraph (e) of this subdivision. Additionally, this code violates the plaintiff Constitutional rights as follows.

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New York State Business Law Article 36-A Section 771.1 (h) This is another flat out lie. In provision 9 as stated above the client could cancel at any time by giving the contractor 2 days to fix the problem, so if they had a problem all they had to do was send a letter. They did not, in fact they breach the contract and then try to extort the plaintiff use these unconstitutional codes. Additionally, this law violates the plaintiff Constitutional rights as follows.

1. Suffolk County tries to enforce this code but does not provide the Contractor with equal protection as they can be fined for cancelling the contract under Suffolk County Code, Chapter 563, Chapter 387, Section 10.A. This is a violation of the Equal Protection Clause of the 14th Amendment.
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New York State Business Law Article 3-A Section 71.a. 4 (a) New York States own law states the plaintiff was not subject to this provision. In the first paragraph of the contract, it states that cost for a carpenter is \$65 per hour, cost for a painter is \$55 per hour and that materials are the cost of the material plus a service fee of 20%. The plaintiff had already order material before the contract was signed. As stated in the New York State business law below this exempted the plaintiff from subsection paragraph (f) and paragraph (e) This is allowed by New York State Business Law 36-A 771 (g) If the contract provides that the home improvement contractor will be paid on a specified hourly or time basis for work that has been performed or charges for material that have been supplied prior to the time payment is due, such payments for such work or materials shall not be deemed to be progress payments for the purpose of paragraph (f) of this subdivision, and shall not be required to be deposited in accordance with the provisions of paragraph (e) of this subdivision. Additionally, this code violates the plaintiff Constitutional rights as follows.

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Defendants the State of New York, Suffolk County, Andrews, Jung, Selleck, Bellone, and Nardelli had already committed 15 felonies in violating the plaintiff's Constitutional rights. The parts of the Constitution that were violated 18 times each were Article 1 Section 10, The 14th Amendments Due Process Clause and State Action Clause. Additionally, the defendants violated the 14th Amendments equal protection Clause six times and willfully did so when they were bound by the Constitution under Article 6 Section 2 and violated their Oath of Office under Section 3 18 times. Just the action by the Defendants in this case violates the Racketeer Influenced and Corrupt Organization Act (RICO) as this is an ongoing scam to defraud the Citizens of Suffolk County and the United States. This is better scene by looking at the exabits that sow they try to defraud the plaintiff of \$12,725.00 using Unconstitutional Codes and Law and false charging their own Codes and Laws that they violated.

Additionally, their fraudulent application of the Law did not stop with this ongoing fraud. They now are trying to use the Criminal Justices system to harass and violate the plaintiff's rights by using the Unconstitutional Codes and Laws to bring criminal charges against the plaintiff. On August 6, 2019, Defendant Timothy Sinis, The Suffolk County District Attorney filed criminal charges through his assistant and codefendant Catherine Loeffler claiming the plaintiff did not have a Suffolk County License and he failed to register for the Suffolk County Department of Labor Licensing & Consumer Affairs Wall of Shame.

Both of these charges were illegal and violated the plaintiffs Constitutional Rights for the following reasons.

1. The hearing held by the Suffolk County Department of Labor Licensing & Consumer Affairs was unconditional and violated the 6th Amendment as James Andrews was the complainant, the Judge, Jury and Executioner.
2. The Suffolk County Department of Labor Licensing & Consumer Affairs violated their own Code by not issuing the plaintiff a license within 30 days after the filing of his application.
3. All of the Suffolk County codes violated the Article 1 Section 10, The 14th Amendments Due Process Clause and State Action Clause of The United States Constitution.

The case was ACD on 12/16/2020 but should have been drop due to the fraudulent action of The Suffolk County Department of Labor Licensing & Consumer Affairs not issuing the plaintiffs license as called for in their own code. This action by the Suffolk County District Attorney was a violation of the 5th Amendment. The DA insisted on ACD to prevent the plaintiff from bring suit for false arrested and mulish prosecution.

As soon as this case was over the Southold Town Police called the plaintiff to ask him to turn himself in that he was being charged with Grand Larceny in the 3rd degree. The Plaintiff ask the so-called officer/detective for his badge number, but he refused. The plaintiff later found out his name was Steven L. Harned who is a defendant in this case. The plaintiff asked Harned on what basics he was making the charge which he also would not tell the plaintiff. Because the complaints, Cora Fitzgerald and James Hall had tried to extort the funds from the plaintiff says he had to put the funds in an escrow account and inform them where the account was the plaintiff concluded this was the so-called basis of Harned compliant. The plaintiff informed Harned that he was committing a crime as the compliant was based on Unconstitutional Law and a violation of the State of New York's Business Law. The laws the plaintiff was referring to were the 14th Amendments Equal Protection Clause and New York State Business Law 36-A 771 (g) If the contract provides that the home improvement contractor will be paid on a specified hourly or time basis for work that has been performed or charges for material that have been supplied prior to the time payment is due, such payments for such work or materials shall not be deemed to be progress payments for the purpose of paragraph (f) of this subdivision, and shall not be required to be deposited in accordance with the provisions of paragraph (e) of this subdivision.

The Plaintiff and Harned discussion got heated and Harned told the plaintiff that he would come get him. The Plaintiff informed Harden that he was retired from the United States Air Force and by his Oath of Office under Article 6 Section 3 of the Construction he was obligated to defend the Constitution against all enemies and that he was violating his Oath that bounded him to the Constitution and that he would be committing insurrection. The Plaintiff told Harden to read Article 1 Section 8 Clause 15 which order the Plaintiff to execute the Laws of the Union, suppress Insurrections and repel Invasions. The Plaintiff informed Harden that the definition of enemies foreign and domestic was defined in Pub. L. 89-554, Sept. 6, 1966, 80 Stat. 424. The coed stated a domestic enemy was protecting honest, self-responsible, hard-working citizens within the nation from domestic lawbreakers who would use coercion, fraud, or force to deprive others of life, liberty, and the pursuit of happiness and that was what he was doing by violating the Constitution and New York State Law.

Harned said he did not care about the Constitution, and he was coming to get the plaintiff. The plaintiff told Harned that if he step one foot on his property it was the Plaintiff obligation under his Oath and Constitutional Law to shoot him which was a power given to members of the Military by the 5th Amendment. On January 15, 2021, Harned and about 25 Police Officers from Southold, Riverhead, the Suffolk County Sheriffs, and the US Marshall Service who are all defendants in this case. The Plaintiff order them to leave as they were committing Insurrections and his Constitutional Authority overrode any authority they felt they had, or Southold Town Justice defendant Daniel Ross felt he had on top of the fact that the charge was a violation Constitutional and New York State Law there forth the warrant was illegal. They did not obey the order of a higher authority event with his identification being displayed. The whole group broke and entered the Plaintiffs residences and assaulted a person with Constitutional authority over them. After they assaulted the plaintiff and took him out in his pajama bleeding and bruised and without his medication, they keep him at the police station and away from VA medical attention for 12 hours. Defendant Daniel Ross released the plaintiff 5 hours later at 9am but Harned and others from the Southold, Riverhead, the Suffolk County Sheriffs, and the US Marshall Service went to a New York State Supreme Court Judge named Richard Ambro to obtain a search warrant and temporary extreme risk protection order and search the plaintiff home preventing the person that a VA doctor told to bring the plaintiff to the VA Hospital. The US Marshall on the scene starched the phone from that person hand and spoke to the VA Doctor who told him that he wanted the plaintiff at the hospital immediately. The officer did not comply with the Doctors order so for the second time in one day these officers refused to comply with an employee of the United States Government who had superior authority preventing medical care for a 100% disable retired veteran.

After searching the plaintiff home illegally, as defendant Ambro is bound by the US Constitution which states in Article 1, Section 8 Clause 16 that the only the Military through the Judge Advocate General office and Uniform Code of Military Justice can govern soldier in the performance of their duty. Ambro set a hearing for one week later at the hearing the plaintiff asked Harned if he did not tell him that as a retired member of the Military, he had the obligation to protect the country for domestic enemies and what he state to the plaintiff was a violation of the Constitution and his oath and that it was through the authority given to him by the Constitution that he told him if carried out his insurrection, Harned answer was yes. The plaintiff then told Ambro he lacked authority because he the plaintiff was a member of the United States Military and by the Constitution only the JAG could discipline the plaintiff. He then showed Ambro his DOD issued ID which clearly states he is not a civilian. Ambro state he did not care about the Constitution the state of New York gave him authority, for the plaintiff to get a JAG to tell him he could not. To which the plaintiff answer the Constitution already does and by not knowing the law Ambro could not event set on the bench as he was in Bad Behavior. Ambro then made his illegal ruling and through the plaintiff out of the people's court room. This is all part of the court reports minutes but New York State Refused to supply the minutes to the plaintiff. The Suffolk County Sheriff defendant Dr. Errol D. Toulon, Jr. illegally had the order served on the plaintiff the evening of January 22, 2021.

This case has been in Southold Justice Court since the day of the false arrest. The DA office has mistimed their time to indict the plaintiff but dependent Daniel Ross refuses to dismiss the case because he claims that Dependent Andrew M. Cuomo signed an executive order extending the time for indictment because of Covid a clear violation of the 6th Amendment. On August 19 the plaintiff attorney said the defendant Tracy Hoffman ADA said she would not drop the case because of the New York State General Business Law, Article 36-A, Section 771.1 (e) pursuant to NYS Lien Law section 71-a. yet this violates 14th Amendments Equal Protection Clause as it only protect the consumer and New York State Business Law 36-A 771 (g) If the contract provides that the home improvement contractor will be paid on a specified hourly or time basis for work that has been performed or charges for material that have been supplied prior to the time payment is due, such payments for such work or materials shall not be deemed to be progress payments for the purpose of paragraph (f) of this subdivision, and shall not be required to be deposited in accordance with the provisions of paragraph (e) of this subdivision. Defendant Tracy Hoffman has offered the plaintiff to pursue Veterans Court. She is claiming that the plaintiff's non-compliance with a law that New York States own Law say he does not have to comply with is a clear indication he is guilty of fraud. This is a clear attempt to protect the defendants from RICO violation they are all part of mention above. The defendants continue to violate the following Constitution right of the plaintiff.

1. Article 1 Section 10 of the US Constitution.
2. The 4th Amendment of the US Constitution.
3. The 5th Amendment of the US Constitution
4. The 6th Amendment of the US Constitution
5. The 14th Amendment of the US Constitution Equal Protection Clause, States Action Clause and Due Process Clause.
6. They have violated the plaintiff's privileges under Article 1, Section 8 Clauses 15 & 16.
7. They have violated Article 6 Section 2 & 3 making their action insurrection.
8. This Code violates the 14th Amendments State Action Clause as it violates the fundamental right to contract. By violating the State Action Clause, the Defendants have committed another Federal Felony.
9. Defendants the United States Marshall Service, The State of New York, Suffolk County, The Town of Southold, The Town of Riverhead, Daniel Ross, Richard Ambro, Andrews, Jung, Selleck, Bellone, Nardelli, Southold Town Police, Riverhead Town Police, The Suffolk County Sheriff, Dr. Errol D. Toulon, Jr., Steven L. Harned, Suffolk County DA Office, Timothy Sinis, Catherine Loeffler, Andrew M. Cuomo, Unknown Police Personal, Tracy Hoffman violated Article 6, Sections 2 & 3 as the Codes and Statutes interfered with the Constitution and they are bound by Section 2 & 3 to not enforce any laws that violate the Constitution.

In a further attempt to deprive the plaintiff of his Constitutional Rights to Life, Liberty and Happiness the State of New York through its SBA sponsored Small Business Development Corporation promised the plaintiff a \$2 million EIDI loan for a business he was developing after they cause his construction company to go bankrupt and then renege. Based on the guarantee given by the Stony Brook University SBDC the plaintiff hired about ten people to move the

project along. The SBA then reneged on the loan. The plaintiff appealed the decision as it was based on items that accrued because of his untreated injuries from Military service, which the VA took responsibility for. During this time the plaintiff did not have the funds to pay his employee so he showed them what was going on and agree to pay them as soon as he could resolve the issue and give them stock in the meantime for staying with the company. They all agreed. Within two days they all resigned and one of them named Michael D. Newgren was the leader of lets take plaintiff to the DA. Newgren made threats against the plaintiff that he was a former editor of both Newsday and the Daily News, and he had friends there and he would have them destroy the plaintiff and his business.

The plaintiff was contacted by 3 different people from the Federal Labor Bureau but after show the documents and the contractual agreement to wait until the matter with the SBA was settled the attorney for the Federal Labor Bureau agreed with the plaintiff and dropped the case. Newgren then contacted a friend of his he knows from his days at Newsday and the Daily News named Thomas McLaughlin. McLaughlin is a retired Nassau County Cop who now works for the Suffolk DA office as an Investigator. McLaughlin went to ADA Shaun McCready who sent a subpoena demanding personal information and records that he did not have a legal reason to obtain. The plaintiff refused to provide anything and told McLaughlin and his partner Dennis Marcel that what they were doing violated the Constitution of the United States Article 1, Section 10, and 14th Amendment Section 1 Due Process Clause, as well as their Oath of Office under Article 6 Section 2 & 3. The plaintiff sent McLaughlin a copy of these parts of the Constitution. McLaughlin answer was he went by New York States Law and did not believe in all of this stuff, meaning the provision of the Constitution.

Several weeks later McLaughlin called the plaintiff and asked if he could meet him some place as they went to New York State Judge Timothy Mazzei and got a court order. The plaintiff told McLaughlin that Timothy Mazzei did not have the authority as New York State Law interfered with the Constitution there forth it was unenforceable by Article 1, Section 10, the State Action Clause and the Due Process Clause of the 14th and Amendment and the Article 6 Section 2 voided the New York Statue as the only law in this Country is the Constitution. McLaughlin again stated he did not care what the Constitution said, and he was going to sever it. The plaintiff told him that by the Constitution he had the right and the obligation to arrested him and that he would and if he or Marcel resisted, he would use the necessary force required. About a week later Marcel showed up at the plaintiffs home possessing as an Amazon deliver person and when the plaintiff opened the door Marcel said you been served. The plaintiff then told Marcel he was under arrest for violating the Constitution. Marcel fought with the plaintiff resting arrest by a superior agent of the United States Government. Marcel and McLaughlin left. The plaintiff refused to provide anything.

Several weeks later Marcel and McLaughlin came to the office of a business the plaintiff owns 25% of and left an order to show cause which claim that the plaintiff was running a scam to defraud and failed to pay the employees according to New York Law but did not take one look at Federal Law or the renegade promises of the State of New York. At the hearing the plaintiff told the Timothy Mazzei that he was bound by Article 6 Sections 2 & 3 to drop the subpoena because

New York State Law conflicted with Article 1, Section 10, the 14th Amendments Due Process Clause and the Equal Protection Clause. The plaintiff had also filed with this Court before this, but the process server lied about having served the papers on the defendants and the Court said that the plaintiff could refile if the time ran out. At the time of the hearing there was a case filed by the plaintiff against Timothy Mazzei. The plaintiff asked him to recuse himself due to the conflict of interest and he refused. He like the other agent of New York State told the plaintiff he did not care what the Constitution said.

The plaintiff sent McLaughlin the company tax returns for 2019 and 2020 and the receive a lawsuit brough by Michael D. Newgren in the State of Tennessee and that the plaintiff owed him personally \$10,380.55. The contract with Newgren was in the name of the corporation not the plaintiff and by the contract and other documentation the most that could have been owed to Newgen was \$2,400.00. The plaintiff sent a letter to the Division of Business Services Department of State, State of Tennessee, 312 Rosa L. Parks Ave, 6th Fl, Nashville, TN 37243-1102 with the documentation to prove that Newgren was trying to defraud him. And filed a case against Newgren for fraud and filing a false case. The case number is 2093082. The plaintiff sent this documentation to McLaughlin who sent an email to the plaintiff that sated the following.

“Mr. Wilson:

Thanks for the information you sent via e-mail, but I think it’s time that you have your attorney contact ADA McCready at 631-853-6042 to discuss this case and how you want to proceed.

It is in your best interests to have your attorney contact ADA McCready at his earliest convenience.

Inv. McLaughlin”

The plaintiff reply was as follows:

Do you understand that the United States Constitution overrides state Law and voids all state law that violets the Constitution?

Do you understand that you the DA, the Judge are bound by the Constitution and to violate that Oath is a Federal Crime?

Do you understand that a state can regulate prices but not a contract?

Do you understand that these were contracts and the people agreed to amendment to the contract that stated they would wait to get paid until the default of New York States on a promised \$2 million loan was settled and that is in Federal Court now, along with you?

Tell this ADA to read the 14th Amendment to the US Constitution due-process Clause and the State Action Clause and then read the United States Supreme Court case law on the Subject. There have been 45 cases on this law and 42 of them have been against the State of New York and they have lost every case.

You do understand that under Article 1 Section 8 P-15 of the United States Constitution I have Constitutional authority of enforcement of all laws in the Union. You were shown my ID that stated I am not a civilian and that it was a DOD ID Card. Your action is a Federal Crime.

You can reply to this email that you do or do not understand that this is the law of the land and the Constitution is the Supreme law of the land and cannot be violated or we will take a none reply as an affirmative answer and that you, your partner, the ADA and Judge believe all of you are above the law and willfully violate Article 6 Section 3 none as the Oath Clause and Article 6 Section 2 the Supremacy Clause and are attempting to enforce an illegal States Statute involution of the 14th Amendments State Action Clause and due-process Clause.

Do not rested again.

McLaughlin never replied.

Marcel and McLaughlin have been going to the plaintiff employees homes and harassing them. They have event went to North Carolina to harass an employee. They have gone to the home of a handyman that help the Marcel and McLaughlin from time to time to harass him. They have gone to plaintiff landlord to harass him on August 23, 2021. They have told all of these people the plaintiff was a criminal and asked for personal information about me. One of the employees who has stay with the plaintiff through all of this told Marcel and McLaughlin that all of the people who have brought this case agreed to wait for their money and then reneged. She told them that all felt they could get big money from me and started the next day after they quite event after they were giving the documentation to see it was not something the plaintiff attempted it was the government that promised and screw the plaintiff.

Cora Fitzgerald one of the complaints that caused all of this is the Treasury or accountant for the Suffolk County Democratic Party and because of the unwillingness of the defendant to follow the Constitution and since they are all Democratic it fells politically motivated.

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You can reply to this email that you do or do not understand that this is the law of the land and the Constitution is the Supreme law of the land and cannot be violated or we will take a none reply as an affirmative answer and that you, your partner, the ADA and Judge believe all of you are above the law and willfully violate Article 6 Section 3 none as the Oath Clause and Article 6 Section 2 the Supremacy Clause and are attempting to enforce an illegal States Statute involution of the 14th Amendments State Action Clause and due-process Clause.

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